

**JOHN D. HEFFNER, PLLC**  
1920 N STREET, N.W.  
SUITE 800  
WASHINGTON, D.C. 20036  
(202) 263-4180  
FAX (202) 296-3939  
j.heffner@verizon.net

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SURFACE TRANSPORTATION BOARD

ORIGINAL

August 13, 2007

Hon. Vernon A. Williams  
Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423  
Attn: Equipment recordations

To Whom It May Concern:

I am enclosing for recordation pursuant to the provisions of 49 U.S.C. 11301 a Locomotive Security Agreement dated July 12, 2007, a primary document as defined in the Board's Rules for Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Grantor: National Railway Equipment Co.  
NREC Power Systems, Inc.,  
NRE Wheelworks, Inc.,  
N.R.E. Acquisition Co., L.L.C.,  
NRE ALCO Locomotives of Canada, Inc.,  
ALCO Locomotives Company, and  
NRE-ALCO Locomotives of Canada Co.,  
14400 S. Robey Street  
P.O. Box 2270  
Dixmoor, IL 60426

Lender: LaSalle Bank National Association  
As Administrative Agent for Lenders  
135 So. LaSalle Street  
Chicago, IL 60603

A description of the railroad equipment covered by the enclosed document is:

(i) All railroad cars, locomotives, or other rolling stock or accessories used on such railroad cars, locomotives or other

Hon. Vernon A. Williams  
August 13, 2007  
Page two

rolling stock, as may be further described in Schedule 1.1, to this agreement; (ii) all certificates of title and all other evidence of title with respect to the foregoing; (iii) all books, records, and files of whatever form or nature, whether or not written, stored electronically or in any other form, relating to any and all of the foregoing; and (iv) all products or proceeds of all of the foregoing, including proceeds of any insurance.

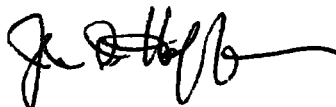
A short summary of the document to appear in the index is:

"Locomotive Security Agreement"

Also enclosed is a check in the amount of \$35 payable to the Surface Transportation Board to cover the required recordation fee.

Please date stamp and return to me one copy of the enclosed document.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'John D. Heffner', with a stylized flourish at the end.

John D. Heffner

Enclosure

cc: Robert Loewer, Esq.  
Daniel Strzalka, Esq.

AUG 14 '07 -3 34 PM

SURFACE TRANSPORTATION BOARD  
LOCOMOTIVE SECURITY AGREEMENT

**THIS LOCOMOTIVE SECURITY AGREEMENT** (this "Agreement") is made as of the 12<sup>th</sup> day of July, 2007, by NATIONAL RAILWAY EQUIPMENT CO., an Illinois corporation ("**NREC**"), NREC POWER SYSTEMS, INC., a Louisiana corporation ("**Power Systems**"), NRE WHEELWORKS, INC., an Illinois corporation ("**NRE Wheelworks**"), N.R.E. ACQUISITION CO., L.L.C., a Kentucky limited liability company ("**NRE Acquisition**"), NRE ALCO LOCOMOTIVES OF CANADA, INC., an Illinois corporation ("**NRE-ALCO**"), ALCO LOCOMOTIVE COMPANY, an Illinois corporation ("**ALCO**"), NRE-ALCO LOCOMOTIVES OF CANADA CO., a Nova Scotia unlimited liability company ("**NRE Canada**") (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of LASALLE BANK NATIONAL ASSOCIATION as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) (the "**Agent**").

**WHEREAS**, Grantors, Agent and Lenders have entered into a Credit Agreement of even date herewith (such Credit Agreement, as the same may be amended, modified, supplemented, increased or restated from time to time hereafter is referred to as the "**Credit Agreement**") pursuant to which the Grantors have refinanced certain debt and the Lenders have agreed to make Loans and make other financial accommodations to the Grantors from time to time on the terms and conditions set forth therein;

**WHEREAS**, as a condition to such refinancing and the making of Loans and the issuance of Letters of Credit, Agent requires that each Grantor grant a security interest in its locomotive inventory in accordance with this Agreement; and

**WHEREAS**, each Grantor has determined that the execution, delivery and performance of this Agreement is in its best business and pecuniary interest.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, it is agreed as follows:

**1. DEFINITIONS**

**1.1 Definitions.** As used herein, the following terms shall have the meanings set forth in this Section:

**"Liabilities"** shall mean all of Grantors' and their Subsidiaries' liabilities, obligations and indebtedness to Agent and any Lender of any and every kind and nature, whether primary, secondary, direct, absolute, contingent, fixed, or otherwise (including, without limitation, interest, charges, expenses, reasonable attorneys' fees and other sums chargeable to Grantors or their Subsidiaries by Agent and any Lender, future advances made to or for the benefit of Grantors and obligations of performance), whether arising under the Credit Agreement, under any of the Loan Documents or acquired by Agent.

**"Locomotive Collateral"** shall mean (i) all railroad cars, locomotives, or other

rolling stock, or accessories used on such railroad cars, locomotives or other rolling stock, as described in Schedule 1.1 to this Agreement; (ii) all railroad cars, locomotives, or other rolling stock, or accessories used on such railroad cars, locomotives or other rolling stock acquired by any Grantor after the date hereof; (iii) all certificates of title and all other evidence of title with respect to the forgoing; (iv) all books, records and files of whatever type or nature, whether or not written, stored electronically or in any other form, relating to any and all of the forgoing; and (v) all products or proceeds of all of the foregoing, including proceeds of any insurance.

“**UCC**” shall mean the Uniform Commercial Code as enacted in the State of Illinois, as amended from time to time, provided that to the extent that the UCC is used to define any term herein, and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern.

**1.2 Other Definitions.** All capitalized terms used herein not specifically defined herein shall have the meaning ascribed to them in the Credit Agreement. All other terms contained in this Agreement, whether or not capitalized, which are not otherwise defined in this Agreement or the Credit Agreement shall, unless the context indicates otherwise, have the meanings provided for by the UCC in effect from time to time, to the extent the same are used or defined therein.

## **2. SECURITY INTEREST.**

As security for the payment in full of all of the Liabilities, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a security interest in such Grantor’s right, title and interest in and to the Locomotive Collateral, whether now owned or existing or hereafter acquired or arising.

## **3. REPRESENTATIONS AND WARRANTIES OF GRANTORS.**

Each Grantor represents and warrants to Agent and Lenders that:

**3.1 Authorization.** The execution and performance of this Agreement have been duly authorized by all necessary action and do not and will not: (a) require any consent or approval of the shareholders of such Grantor, or the consent of any governmental entity; or (b) violate any provision of any indenture, contract, agreement or instrument to which it is a party or by which it is bound.

**3.2 Title to Locomotive Collateral.** The Grantors have good and marketable title to all of the Locomotive Collateral and none of the Locomotive Collateral is subject to any security interest except for the security interest created pursuant to this Agreement or other security interests permitted by the Credit Agreement.

**3.3 No Additional Locomotive Collateral.** As of April 30, 2007, such Grantor does not own any railroad cars, locomotives or other rolling stock other than as described on Schedule 1.1 hereto.

#### **4. COVENANTS AND CONTINUING AGREEMENTS.**

**4.1 Disposition or Encumbrance of Locomotive Collateral.** No Grantor will encumber, sell or otherwise transfer or dispose of the Locomotive Collateral without the prior written consent of Agent except as provided in this Agreement or in the Credit Agreement. Notwithstanding the foregoing, Grantors may sell Locomotive Collateral if such sale is in the ordinary course of such Grantor's business and provided that any such sale shall be subject to the terms of Section 6.2.2 of the Credit Agreement.

**4.2 Maintenance of Locomotive Collateral.** To the extent it is consistent with their normal business practices, Grantors will maintain the Locomotive Collateral in good condition and repair. At the time of attachment and perfection of the security interest granted pursuant hereto and thereafter, all tangible Locomotive Collateral will be located and will be maintained only at a location for which a Collateral Access Agreement has been delivered to Agent (an "**Eligible Collateral Location**"). Except as otherwise permitted by this Agreement and in the Credit Agreement, Grantors will not remove such Locomotive Collateral from such locations. Agent's security interest attaches to all of the Locomotive Collateral wherever located and Grantors' failure to inform Agent of the location of any item or items of Locomotive Collateral shall not impair Agent's security interest thereon. Grantors and Agent agree that to the extent the Locomotive Collateral is rolling stock of Grantors, such Locomotive Collateral shall be deemed to be located at an Eligible Collateral Location subject to such reasonable conditions as Agent may deem appropriate.

**4.3 Protection of Locomotive Collateral.** All expenses of protecting, storing, warehousing, insuring, handling and shipping of the Locomotive Collateral, all costs of keeping the Locomotive Collateral free of any liens, encumbrances and security interests prohibited by this Agreement, the Security Agreement or the Credit Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any state, federal or local authority on any of the Locomotive Collateral or in respect of the sale thereof ("**Taxes**"), shall be borne and paid, jointly and severally, by Grantors and if Grantors fail to promptly pay any Taxes when due, Agent may, at its option, but shall not be required to pay the same whereupon the same shall constitute Liabilities and shall bear interest at the default interest rate specified in Section 4.1 of the Credit Agreement and shall be secured by the security interest granted hereunder and under the Security Agreement. Notwithstanding the foregoing, Grantors may dispute any such Taxes without prior payment thereof provided that Grantors shall give Agent prompt notice of such dispute and shall be diligently contesting the same in good faith and by an appropriate proceeding, the effect of which is to prevent the collection of such Taxes, and further provided that, in any event, Grantors shall pay such Taxes prior to the levy or attachment of any Locomotive Collateral.

**4.4 Insurance.** Grantors will procure and maintain, or cause to be procured and maintained, insurance issued by responsible insurance companies insuring the Locomotive Collateral against damage and loss by theft, fire, collision, and such other risks as are usually carried by owners of similar properties or as may be requested by Agent in an amount equal to the replacement value thereof, and, in any event, in an amount sufficient to avoid the application

of any co-insurance provisions and payable, in the case of any loss in excess of \$100,000.00, to Grantors and Agent jointly. All such insurance shall contain an agreement by the insurer to provide Agent with thirty (30) days' prior notice of cancellation and an agreement that the interest of Agent shall not be impaired or invalidated by any act or neglect of Grantors nor by the occupation of the premises wherein such Locomotive Collateral is located for purposes more hazardous than are permitted by said policy. Grantors will deliver evidence of such insurance and the policies of insurance or copies thereof to Agent upon request. Unless Grantors provide Agent with evidence of the insurance coverage required by this Section, Agent may purchase, at Grantors' expense, insurance to protect Agent's interest in the Locomotive Collateral. The coverage that Agent purchases may not pay any claim that Grantors make or any claim that is made against Grantors in connection with the Locomotive Collateral. Grantors may later cancel any insurance purchased by Agent, but only after providing Agent with evidence that Grantors have obtained insurance as required by this Section. If Agent purchases insurance for the Locomotive Collateral, Grantors will be responsible for the costs of the insurance, including interest and any charges Agent may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Liabilities. The costs of the insurance may be more than the cost of insurance Grantors may be able to obtain itself.

**4.5 Compliance with Law.** Grantors will not use the Locomotive Collateral, or knowingly permit the Locomotive Collateral to be used, for any unlawful purpose or in violation of any federal, state or municipal law.

**4.6 Books and Records; Access.**

(a) Each Grantor will permit Agent and its representatives to examine such Grantor's books and records with respect to the Locomotive Collateral and make extracts therefrom and copies thereof at any time and from time to time, and such Grantor will furnish such information and reports to Agent and its representatives regarding the Locomotive Collateral as Agent and its representatives may from time to time request upon two (2) days prior written notice to such Grantor. Each Grantor will also permit Agent and its representatives to inspect the Locomotive Collateral at any time and from time to time as Agent and its representatives may request upon two (2) days prior written notice to such Grantor.

(b) Agent shall have authority, at any time, to place, or require each Grantor to place upon such Grantor's books and records relating to rights to payment covered by the security interest granted hereby a notation or legend stating that such rights to payment are subject to Agent's security interest.

**4.7 Notice of Default.** Immediately upon any officer of any Grantor becoming aware of the existence of any Unmatured Event of Default or Event of Default, such Grantor will give notice to Agent that such Unmatured Event of Default or Event of Default exists, stating the nature thereof, the period of existence thereof, and what action such Grantor proposes to take with respect thereto.

**4.8 Additional Documentation.** Grantors will execute, from time to time, and authorizes Agent to execute from time to time as Grantors' attorney-in-fact and/or file, such financing statements, assignments, and other documents, whether required by 49 U.S.C. §11301 (and successor provisions) and the regulations promulgated thereunder covering the Locomotive Collateral, including proceeds thereof, or as Agent may request in order to create, evidence, perfect, maintain or continue its security interest in the Locomotive Collateral (including additional Locomotive Collateral acquired by Grantors after the date hereof), and Grantors will pay the cost of filing the same in all public offices in which Agent may deem filing to be appropriate and will notify Agent promptly upon acquiring any additional Locomotive Collateral that may require an additional filing.

**4.9 Update to Schedule 1.1.** Grantors shall deliver to Agent as soon as available but in any event, no later than June 30, 2007, a replacement Schedule 1.1 detailing the Locomotive Collateral owned by the Grantors as of May 31, 2007.

## **5. POWER OF ATTORNEY.**

Each Grantor hereby appoints Agent, or any person whom Agent may from time to time designate, as such Grantor's attorney-in-fact with power, from and during the occurrence of an Event of Default, to: (a) endorse such Grantor's name on any checks, notes, acceptances, drafts or other forms of payment or security evidencing or relating to any Locomotive Collateral that may come into Agent's possession; (b) sign such Grantor's name on any invoice or bill of lading or other documents of title relating to any Locomotive Collateral; and (c) do all things necessary to carry out this Agreement. Each Grantor ratifies and approves all acts of the attorney taken within the scope of the authority granted. Neither Agent nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law. This power, being coupled with an interest, is irrevocable so long as any of the Liabilities remain unpaid. Each Grantor waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which such Grantor may otherwise be entitled.

## **6. ASSIGNMENT OF INSURANCE.**

Grantors hereby assign to Agent, as additional security for payment of the Liabilities, any and all monies due or to become due under, and any and all other rights of Grantors with respect to, any and all policies of insurance covering the Locomotive Collateral. So long as no Event of Default has occurred and is continuing, Grantors may adjust and collect for any losses of up to an aggregate amount of \$75,000.00 for all occurrences during any of Grantors' fiscal years and Grantors shall use the resulting insurance proceeds for the replacement, restoration or repair of the Locomotive Collateral. After the occurrence and during the continuance of a Event of Default, or after the aggregate amount of losses arising out of all occurrences during any of Grantors' fiscal years exceed \$75,000.00, Agent may (but need not) in its own name or in Grantors' name execute and deliver proofs of claim, receive such monies, and settle or litigate any claim against the issuer of any such policy and Grantors direct the issuer to pay any such monies directly to Agent and Agent, at its sole discretion and regardless of whether Agent exercises its right to collect insurance proceeds under this Section, may apply any insurance

proceeds to the payment of the Liabilities, whether due or not, in such order and manner as Agent may elect or may permit Grantors to use such insurance proceeds for the replacement, restoration or repair of the Locomotive Collateral.

**7. EVENTS OF DEFAULT.**

The occurrence of any Event of Default as defined in the Credit Agreement shall constitute an Event of Default hereunder.

**8. RIGHTS AND REMEDIES ON DEFAULT.**

Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the satisfaction of Agent, and in addition to the rights granted to Agent under this Agreement, the Security Agreement and the Credit Agreement, Agent may exercise any one or more of the following rights and remedies:

**8.1 Acceleration of Liabilities.** Declare any and all Liabilities to be immediately due and payable, and the same shall thereupon become immediately due and payable without further notice or demand.

**8.2 Deal with Locomotive Collateral.** In the name of Grantors or otherwise, demand, collect, receive and give receipt for, compound, compromise, settle and give acquittance for and prosecute and discontinue any suits or proceedings in respect of any or all of the Locomotive Collateral.

**8.3 Realize on Locomotive Collateral.** Take any action which Agent may deem reasonably necessary or desirable in order to realize on the Locomotive Collateral, including, without limitation, the power to perform any contract or to endorse in the name of Grantors any checks, drafts, notes, or other instruments or documents received in payment of or on account of the Locomotive Collateral. Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Locomotive Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Locomotive Collateral. Agent may sell the Locomotive Collateral without giving any warranties as to the Locomotive Collateral. Agent may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Locomotive Collateral.

**8.4 Access to Property.** Enter upon and into and take possession of all or such part or parts of the properties of Grantors, including lands, plants, buildings, machinery, equipment and other property as may be necessary or appropriate in the reasonable judgment of Agent, to permit or enable Agent to store, lease, sell or otherwise dispose of or collect all or any part of the Locomotive Collateral, and use and operate said properties for such purposes and for such length of time as Agent may deem necessary or appropriate for said purposes without the payment of any compensation to Grantors therefor. Grantors shall provide Agent with all information and assistance requested by Agent to facilitate the storage, leasing, sale or other disposition or collection of the Locomotive Collateral after an Event of Default has occurred and is continuing.



**8.5 Other Rights.** Exercise any and all other rights and remedies available to it by law or by agreement, including rights and remedies under the UCC as adopted in the relevant jurisdiction or any other applicable law, or under the Security Agreement or Credit Agreement and, in connection therewith, Agent may require Grantors to assemble the Locomotive Collateral and make it available to Agent at a place to be designated by Agent, and any notice of intended disposition of any of the Locomotive Collateral required by law shall be deemed reasonable if such notice is mailed or delivered to Grantors at its address as shown on Agent's records at least ten (10) days before the date of such disposition.

**8.6 Application of Proceeds.** All proceeds of Locomotive Collateral shall be applied in accordance with the UCC, and such proceeds applied toward the Liabilities as set forth in the Security Agreement.

**9. MISCELLANEOUS.**

**9.1 No Liability on Locomotive Collateral.** It is understood that neither Agent nor any Lender in any way assumes any of Grantors' Liabilities with respect to any of the Locomotive Collateral. Grantors hereby agree to indemnify Agent and each Lender against all liability arising in connection with or on account of any of the Locomotive Collateral, except for any such liabilities arising on account of Agent's or such Lender's negligence or willful misconduct.

**9.2 No Waiver.** Neither Agent nor any Lender shall be deemed to have waived any of its rights hereunder or under the Credit Agreement, the Security Agreement or any other agreement, instrument or paper signed by Grantors unless such waiver be in writing and signed by Agent or such Lender. No delay or omission on the part of Agent or any Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

**9.3 Remedies Cumulative.** All rights and remedies of Agent shall be cumulative and may be exercised singularly or concurrently, at Agent's option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.

**9.4 Governing Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Illinois, except to the extent that the perfection of the security interest hereunder, or the enforcement of any remedies hereunder, with respect to any particular Locomotive Collateral shall be governed by federal law or the laws of a jurisdiction other than the State of Illinois.

**9.5 Expenses.** Grantors agree to pay the reasonable attorneys' fees and legal expenses incurred by Agent or any Lender in the exercise of any right or remedy available to Agent or such Lender under this Agreement, whether or not suit is commenced, including, without limitation, attorneys' fees and legal expenses incurred in connection with any appeal of a

lower court's order or judgment.

**9.6 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Grantors, Agent and Lenders.


**9.7 Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**9.8 No Obligation to Pursue Others.** Neither Agent nor any Lender has an obligation to attempt to satisfy the Liabilities by collecting them from any other person liable for them and Agent and the Lenders may release, modify or waive any Locomotive Collateral provided by any other person to secure any of the Liabilities, all without affecting Agent or Lenders' rights against Grantors. Grantors waive any right Grantors may have to require Agent or Lenders to pursue any third person for any of the Liabilities.

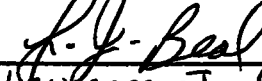
[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date and year first above written.


NATIONAL RAILWAY EQUIPMENT CO.,  
an Illinois corporation

By:   
Name: Lawrence J. Beal  
Title: President / CEO


NRE WHEELWORKS, INC., an Illinois  
corporation

By:   
Name: Lawrence J. Beal  
Title: President / CEO


NRE ACQUISITION CO., L.L.C., a Kentucky  
limited liability company

By:   
Name: Lawrence J. Beal  
Title: President / CEO

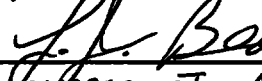
NRE ALCO LOCOMOTIVES OF CANADA,  
INC., an Illinois corporation

By:   
Name: Lawrence J. Beal  
Title: President / CEO

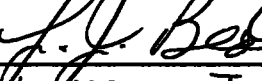
ALCO LOCOMOTIVE COMPANY, an  
Illinois corporation

By:   
Name: Lawrence J. Beal  
Title: President / CEO

NRE-ALCO LOCOMOTIVES OF CANADA  
CO., a Nova Scotia unlimited liability  
company

By:   
Name: Lawrence J. Beal  
Title: President / CEO

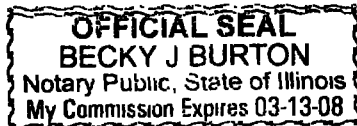
NREC POWER SYSTEMS, INC., a Louisiana  
corporation

By:   
Name: Lawrence J. Beal  
Title: President / CEO

STATE OF ILLINOIS                    )  
  )ss.  
COUNTY OF JEFFERSON )

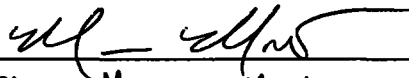
On this 20th day of July, 2007, before me personally appeared Lawrence Beal, to me personally known, who being by me duly sworn, says that he is the President of National Railway Equipment Co., NREC Power Systems, Inc., NRE Wheel Works, Inc., Alco Locomotive Company, NRE ALCO Locomotives of Canada, Inc., NRE-ALCO Locomotives of Canada, Co. and the President of the sole member, National Railway Equipment, Co., of NRE Acquisition, Co., L.L.C. that the foregoing instrument was signed on behalf of said companies and limited liability company, and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Becky J. Burton  
My commission expires: 03-13-08



**AGENT:**

**LASALLE BANK NATIONAL ASSOCIATION**

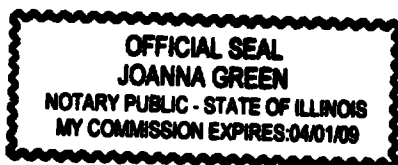
By:   
Name: Marcus Montanye  
Its: Senior Vice President

STATE OF ILLINOIS       )  
  )ss.  
COUNTY OF COOK       )

On this 17<sup>th</sup> day of July, 2007, before me personally appeared MARCUS MONTAGUE  
to me personally known, who being by me duly sworn, says that he is a SENIOR VICE PRES. of  
LaSalle Bank National Association, that the foregoing instrument was signed on behalf of said  
bank and he acknowledged that the execution of the said instrument was his free act and deed.

NOTARY PUBLIC: Joanna Green

My commission expires: 4/01/2009



**Schedule 1.1**

**Locomotive Collateral**

		LOCOMOTIVE INVENTORY			4/30/2007	
		SORT				
SEQ	FLD	BLD	MODEL		MARKINGS	
1	1	NREC	3gs-21b	2008	nrex	
2	3	EMD	SW1	76	ISC	
3	3	EMD	SW1	78	ISC	
4	3	EMD	SW1	100	ETHYL	
5	4	EMD	NW2	100	MINNC	
6	4	EMD	NW2	485	NSS	
7	4	EMD	NW2	1306		
8	4	EMD	NW2	1328		
9	4	EMD	NW2	9537		
10	7	EMD	SW8	129	HOL	
11	9	EMD	SW9	129	ISC	
12	9	EMD	SW9	622		
13	9	EMD	SW9	1241	GC	
14	9	EMD	SW9	2119	SOO	
15	9	EMD	SW9	2295		
16	11	EMD	SW900	99	RS	
17	11	EMD	SW900	128	HOL	
18	11	EMD	SW900	1109	NS	
19	11	EMD	SW900	9655	USS	
20	12	EMD	SW10	3653	BN	
21	12	EMD	SW10	1212	UP	
22	12	EMD	SW10	1213	UP	
23	12	EMD	SW10	1217	UP	
24	12	EMD	SW10	1222	UP	
25	12	EMD	SW10	1231	UP	
26	12	EMD	SW10	1283	CP	
27	12	EMD	SW10	1284	CP	
28	12	EMD	SW10	1287	CP	
29	13	EMD	sw1000	203	nrex	
30	13	EMD	sw1000	1214		
31	13	EMD	sw1000	206		
32	15	EMD	SW1001	201	CBG	
33	15	EMD	SW1001	2102	KNR	
34	15	EMD	SW1001	2120	KNR	
35	15	EMD	SW1001	2125	KNR	
36	15	EMD	SW1001	2126	KNR	
37	15	EMD	SW1001	2114	KNR	
38	15	EMD	SW1001	2118	KNR	
39	15	EMD	SW1001	2104	KNR	
40	15	EMD	SW1001	2121	KNR	
41	15	EMD	SW1001	2115	KNR	
42	15	EMD	SW1001	2127	KNR	
43	15	EMD	SW1001	2107	KNR	



		LOCOMOTIVE INVENTORY			4/30/2007	
SEQ	FLD	BLD	MODEL	MARKINGS		
44	15	EMD	SW1001	2109		KNR
45	15	EMD	SW1001	2110		KNR
46	15	EMD	SW1001	2111		KNR
47	15	EMD	SW1001	2117		KNR
48	15	EMD	SW1001	202		
49	17	EMD	SW1200	1		MKT
50	17	EMD	SW1200	9		USS
51	17	EMD	SW1200	21		USS
52	17	EMD	SW1200	22		NREX
53	17	EMD	SW1200	47		uss
54	17	EMD	SW1200	52		uss
55	17	EMD	SW1200	3514		BNSF
56	17	EMD	SW1200	1201		gwwr
57	17	EMD	SW1200	3548		BNSF
58	17	EMD	SW1200	3543		BNSF
59	17	EMD	SW1200	3538		BNSF
60	17	EMD	SW1200	53		uss
61	17	EMD	SW1200	54		uss
62	17	EMD	SW1200	55		uss
63	17	EMD	SW1200	59		uss
64	17	EMD	SW1200	46		uss
65	17	EMD	SW1200	48		USS
66	17	EMD	SW1200	32		USS
67	17	EMD	SW1200	90		ISC
68	17	EMD	SW1200	91		ISC
69	17	EMD	SW1200	94		ISC
70	17	EMD	SW1200	96		ISC
71	17	EMD	SW1200	107		ISC
72	17	EMD	SW1200	108		APM
73	17	EMD	SW1200	110		MNMC
74	17	EMD	SW1200	112		APM
75	17	EMD	SW1200	113		USS
76	17	EMD	SW1200	148		
77	17	EMD	SW1200	152		NREX
78	17	EMD	SW1200	153		NREX
79	17	EMD	SW1200	155		NREX
80	17	EMD	SW1200	1243		USS
81	17	EMD	SW1200	1286		NREX
82	17	EMD	SW1200	2113		APM
83	17	EMD	SW1200	2256		IHB
84	17	EMD	SW1200	2272		IHB
85	17	EMD	SW1200	3401		NREX
86	17	EMD	SW1200	3500		BN

		LOCOMOTIVE INVENTORY			4/30/2007	
SEQ	FLD	BLD	MODEL	MARKINGS		
87	17	EMD	SW1200	3520	BN	
88	17	EMD	SW1200	3513	BN	
89	17	EMD	SW1200	3526	BN	
90	17	EMD	SW1200	3539	BN	
91	17	EMD	SW1200	4080	centr	
92	17	EMD	SW1200	7709	CN	
93	17	EMD	SW1200	7722	CN	
94	17	EMD	SW1200	704D		
95	17	EMD	SW1200	707C		
96	17	EMD	SW1200	708C		
97	19	EMD	SW14	1410	IC	
98	19	EMD	SW14	1416	IC	
99	19	EMD	SW14	1430	NREX	
100	19	EMD	SW14	1432	IC	
101	19	EMD	SW14	1435	IC	
102	19	EMD	SW14	REMOTE	IC	
103	19	EMD	SW14	1437	IC	
104	19	EMD	SW14	1442	NREX	
105	19	EMD	SW14	1450	IC	
106	19	EMD	SW14	1455	IC	
107	21	EMD	SW1500	1405	SP	
108	21	EMD	SW1500	2459	SP	
109	21	EMD	SW1500	2472	SP	
110	21	EMD	SW1500	2498	SP	
111	21	EMD	SW1500	2501	SP	
112	21	EMD	SW1500	2531	SP	
113	21	EMD	SW1500	2543		
114	21	EMD	SW1500	2601	SP	
115	21	EMD	SW1500	3459	BNSF	
116	21.3	EMD	F9B	1018	CP	
117	21.3	EMD	F9B	1019	CP	
118	21.3	EMD	F9	9164	CN	
119	21.3	EMD	F9	9177	CN	
120	21.3	EMD	F40C	610	METRA	
121	21.4	EMD	F40PH	317	MRLX	
122	21.4	EMD	F40PH	333	MRLX	
123	21.4	EMD	F40PH	359	MRLX	
124	21.4	EMD	F40PH	394	AMTRAK	
125	21.5	EMD	F59PH-AC	450	AMTRAK	
126	21.5	EMD	F59PH-AC	451	AMTRAK	
127	22	EMD	CF7	2632	NREX	
128	22	EMD	CF7	100		
129	22	EMD	CF7	101		

		LOCOMOTIVE INVENTORY			4/30/2007	
		SORT				
SEQ	FLD	BLD	MODEL	MARKINGS		
130	22	EMD	CF7	102		
131	22	EMD	CF7	103		
132	22	EMD	CF7	104		
133	23	EMD	GP7	100		MKT
134	23	EMD	GP7	1437		BNSF
135	23	EMD	GP7	101		MKT
136	23	EMD	GP7	104		MKT
137	23	EMD	GP7	113		RA
138	23	EMD	GP7	1369		BNSF
139	23	EMD	GP7 F/CAR	400		MINC
140	23	EMD	GP7 F/CAR	401		MINC
141	23	EMD	GP7	1367		BN
142	23	EMD	GMD1	1901		CN
143	23	EMD	GMD1	1905		CN
144	23	EMD	GMD1	1907		CN
145	23	EMD	GMD1	1915		CN
146	23	EMD	GP7	2050		MJRX
147	23	EMD	GP7	66		MNMR
148	23	EMD	GP7	2024		ATSF
149	23	EMD	GP7	3825		BN
150	23	EMD	GP7	frame 1		
151	23	EMD	GP7	frame 2		
152	23	EMD	GP7	frame 3		
153	23	EMD	GP7	frame 4		
154	23	EMD	GP7	frame 5		
155	23	EMD	GP7	frame 6		
156	23	EMD	GP7	frame 7		
157	23	EMD	GP7	frame 8		
158	23	EMD	GP7	1299		
159	23	EMD	GP7	2159		ATSF
160	23	EMD	GP7	1307		
161	23	EMD	GP7	1364		
162	23	EMD	GP7	1642		
163	23	EMD	GP7	151		sctr
164	23	EMD	GP7	152		sctr
165	23	EMD	GP7	1601		tw
166	23	EMD	GP7	1602		tw
167	23	EMD	GP7	1336		BNSF
168	23	EMD	GP7	1303		BNSF
169	23	EMD	GP7	1366		BNSF
170	23	EMD	GP7	3822		BNSF
171	25	EMD	GP8	7915		IC
172	25	EMD	GP8	1525		

		LOCOMOTIVE INVENTORY			4/30/2007	
SEQ	SORT FLD	BLD	MODEL	MARKINGS		
173	25	EMD	GP8	1545		
174	25	EMD	GP8	1555		
175	27	EMD	GP9	1638		BNSF
176	27	EMD	GP9	1646		BNSF
177	27	EMD	GP9	1658		BNSF
178	27	EMD	GP9	1681		BNSF
179	27	EMD	GP9	1648		BNSF
180	27	EMD	GP9	1650		BNSF
181	27	EMD	GP9	1652		BNSF
182	27	EMD	GP9	1666		BNSF
183	27	EMD	GP9	120		ICE
184	27	EMD	GP9	201		RRRR
185	27	EMD	GP9	202		SO
186	27	EMD	GP9	1407		
187	27	EMD	GP9	1610		BN
188	27	EMD	GP9	3344		SP
189	27	EMD	GP9	3417		SP
190	27	EMD	GP9	118		
191	27	EMD	GP9	122		
192	27	EMD	GP9	3421		SP
193	27	EMD	GP9	3789		mwx
194	27	EMD	GP9	3835		SP
195	27	EMD	GP9	4439		
196	27	EMD	GP9	8313		
197	27	EMD	GP9	8417		
198	27	EMD	GP9	102		
199	27	EMD	GP9	109		
200	27	EMD	GP9	113		
201	27	EMD	GP9	125		
202	27	EMD	GP9	138		
203	27	EMD	GP9	6064		
204	27	EMD	GP9	206		
205	27	EMD	GP9	209		
206	29	EMD	GP10	1029		MS
207	29	EMD	GP10	8047		
208	29	EMD	GP10	8067		
209	29	EMD	GP10	8090		
210	29	EMD	GP10	8092		
211	29	EMD	GP10	8104		
212	29	EMD	GP10	8174		
213	29	EMD	GP10	1063		MS
214	29	EMD	GP10	1001		mscr
215	29	EMD	GP10	1007		mscr

		LOCOMOTIVE INVENTORY			4/30/2007	
SEQ	FLD	BLD	MODEL	MARKINGS		
216	29	EMD	GP10	1009	mscr	
217	29	EMD	GP10	1014	mscr	
218	29	EMD	GP10	1015	mscr	
219	29	EMD	GP10	1016	mscr	
220	29	EMD	GP10	1019	mscr	
221	29	EMD	GP10	1046	mscr	
222	29	EMD	GP10	1054	mscr	
223	29	EMD	GP10	1082	mscr	
224	29	EMD	GP10	1086	mscr	
225	29	EMD	GP10	1402	BN	
226	29	EMD	GP10	1403	BN	
227	29	EMD	GP10	1413	BN	
228	29	EMD	GP10	1788		
229	29	EMD	GP10	8093	CCP	
230	29	EMD	GP10	1414	BN	
231	29	EMD	GP10	1419	BN	
232	29	EMD	GP10	1436	BN	
233	29	EMD	GP10	8134	IC	
234	29	EMD	GP10	8171	IC	
235	29	EMD	GP10	8219	IC	
236	29	EMD	GP10	8258	CCP	
237	29	EMD	GP10	8308	IC	
238	29	EMD	GP10	8402	IC	
239	29	EMD	GP10	8410		
240	29	EMD	GP10	8413	IC	
241	29	EMD	GP10	8442	IC	
242	31	EMD	GP11	8738	IC	
243	31	EMD	GP11	8740	IC	
244	31	EMD	GP11	8748	IC	
245	31	EMD	GP11	8749	STL	
246	33	EMD	GP16	1792	CSXT	
247	33	EMD	GP16	1601	ACWR	
248	33	EMD	GP16	1852	CSXT	
249	35	EMD	GP18	1801	MS	
250	35	EMD	GP18	9408	CCP	
251	35	EMD	GP18	1804	mscr	
252	35	EMD	GP18	9413	IC	
253	35	EMD	GP18	9424		
254	35	EMD	GP18	9428	IC	
255	37	EMD	GP20	973	CCP	
256	37	EMD	GP20	2010		
257	37	EMD	GP20 F/CAR	977	CCP	
258	39	EMD	GP28	8418	IC	

		LOCOMOTIVE INVENTORY			4/30/2007	
		SORT				
SEQ	FLD	BLD	MODEL			MARKINGS
259	43	EMD	GP30	3008		DRGW
260	43	EMD	GP30	2251		
261	43	EMD	GP35	2621		BNSF
262	43	EMD	GP35	1009		PRSX
263	43	EMD	GP35	5020		FWWW
264	45	EMD	GP38	1985		UP
265	45	EMD	GP38	1989		UP
266	45	EMD	GP38	3075		DRGW
267	45	EMD	GP38	3091		CP
268	45.1	EMD	GP38-2	3067		CP
269	49	EMD	GP40	3020		gwwr
270	49	EMD	GP40	5510		
271	49	EMD	GP40	7250		SP
272	49	EMD	GP40	9960		
273	49	EMD	GP40	9963		
274	49	EMD	GP40	9967		UP
275	49.1	EMD	GP40M-2	5517		CNW
276	49.1	EMD	GP40M-2	5534		CNW
277	49.1	EMD	GP40M-2	9968		UP
278	49.1	EMD	GP40M-2	9980		UP
279	50	EMD	GP50	2900		FURX
280	50	EMD	GP50	2902		FURX
281	50	EMD	GP50	2903		FURX
282	50	EMD	GP50	2905		FURX
283	50	EMD	GP50	2906		FURX
284	50	EMD	GP50	2910		FURX
285	50	EMD	GP50	2911		FURX
286	50	EMD	GP50	2913		FURX
287	50	EMD	GP50	2915		FURX
288	50	EMD	GP50	2924		FURX
289	50	EMD	GP50	2927		FURX
290	50	EMD	GP50	2935		FURX
291	50	EMD	GP50	2937		FURX
292	50	EMD	GP50	2940		
293	50	EMD	GP50	2943		FURX
294	50	EMD	GP50	2944		FURX
295	50	EMD	GP50	2948		FURX
296	62	EMD	SD9	6107		BN
297	62	EMD	SD9	1836		CSXT
298	62	EMD	SD9	6142		BN
299	62	EMD	SD9	6150		BN
300	62	EMD	SD9	6160		BN
301	62	EMD	SD9	6181		BN

		LOCOMOTIVE INVENTORY		4/30/2007		
		SORT				
SEQ	FLD	BLD	MODEL		MARKINGS	
302	62	EMD	SD9	6194	BN	BN
303	62	EMD	SD9	6109	BN	BN
304	62	EMD	SD9	6111	BN	BN
305	62	EMD	SD9	6179	BN	BN
306	62	EMD	SD9	6134	BN	BN
307	62	EMD	SD9	6142	BN	BN
308	62	EMD	SD9	6141	BN	BN
309	62	EMD	SD9	6158	BN	BN
310	62	EMD	SD9	6121	BN	BN
311	62	EMD	SD9	6145	BN	BN
312	62	EMD	SD9	6185	BN	BN
313	63	EMD	SD10	534	CP	CP
314	63	EMD	SD10	543	SOO	SOO
315	65	EMD	SD20	2025	NREX	NREX
316	65	EMD	SD20	2026	NREX	NREX
317	65	EMD	SD20	2029	NREX	NREX
318	65	EMD	SD20	2030	NREX	NREX
319	65	EMD	SD20	2032	NREX	NREX
320	65	EMD	SD20	2034	NREX	NREX
321	65	EMD	SD20	2036	NREX	NREX
322	65	EMD	SD20	2033	NREX	NREX
323	65	EMD	SD20	2038	IC	IC
324	65	EMD	SD20	2039	IAIS	IAIS
325	65	EMD	SD20	2040		
326	65	EMD	SD20	2041	NREX	NREX
327	65	EMD	SD20	2022	NREX	NREX
328	65	EMD	SD20	2023	NREX	NREX
329	65	EMD	SD20	2024	NREX	NREX
330	65	EMD	SD20	2025	NREX	NREX
331	67	EMD	SD28	9450	NREX	NREX
332	69	EMD	SD35	413		
333	71	EMD	SD38-2	3862	IHB	IHB
334	73	EMD	SD40	745	CP	CP
335	73	EMD	SD40	3065	TU	TU
336	73	EMD	SD40	3178		
337	73	EMD	SD40	3188		
338	73	EMD	SD40	1601	MPRX	MPRX
339	73	EMD	SD40	6409	CP	CP
340	73	EMD	SD40	6497	NREX	NREX
341	73	EMD	SD40	7510	NREX	NREX
342	73	EMD	SD40	8511	FNM	FNM
343	73	EMD	SD40	7829	bsnf	bsnf
344	73 1	EMD	SD40-2	2001	VMV	VMV

		LOCOMOTIVE INVENTORY		4/30/2007	
		SORT			
SEQ	FLD	BLD	MODEL		MARKINGS
345	73.1	EMD	SD40-2	3928	NREX
346	73.1	EMD	SD40-2	4231	UP
347	73.1	EMD	SD40-2B	4279	UP
348	73.1	EMD	SD40-2B	4297	UP
349	73.1	EMD	SD40-2B	4311	UP
350	73.1	EMD	SD40-2	770	NREX
351	73.1	EMD	SD40-2	783	NREX
352	73.1	EMD	SD40-2	9273	NREX
353	73.1	EMD	SD40-2	6411	NREX
354	73.1	EMD	SD40-2	231	NREX
355	73.1	EMD	SD40-2	232	NREX
356	73.1	EMD	SD40-2	6406	NREX
357	73.1	EMD	SD40-2	5812	NREX
358	73.1	EMD	SD40-2	5744	NREX
359	73.1	EMD	SD40-2	5732	NREX
360	73.1	EMD	SD40-2	5706	NREX
361	73.1	EMD	SD40-2	5413	CP
362	73.1	EMD	SD40-2	5416	NREX
363	73.1	EMD	SD40-2	5423	NREX
364	73.1	EMD	SD40-2	5542	nrex
365	73.1	EMD	SD40-2	5572	nrex
366	73.1	EMD	SD40-2	5475	CP
367	73.1	EMD	SD40-2	5476	CP
368	73.1	EMD	SD40-2	5479	CP
369	73.1	EMD	SD40-2	5418	CP
370	73.1	EMD	SD40-2	5431	CP
371	73.1	EMD	SD40-2	5482	CP
372	73.1	EMD	SD40-2	5567	CP
373	73.1	EMD	SD40-2	5581	CP
374	73.1	EMD	SD40-2	5590	CP
375	73.1	EMD	SD40-2	5607	CP
376	73.1	EMD	SD40-2	5619	STLH
377	73.1	EMD	SD40-2	5620	CP
378	73.1	EMD	SD40-2	5623	CP
379	73.1	EMD	SD40-2	5654	STLH
380	73.1	EMD	SD40-2	5661	CP
381	73.1	EMD	SD40-2	5685	CP
382	73.1	EMD	SD40-2	5704	CP
383	73.1	EMD	SD40-2	5769	CP
384	73.1	EMD	SD40-2	5771	CP
385	73.1	EMD	SD40-2	5777	CP
386	73.1	EMD	SD40-2	5823	CP
387	73.1	EMD	SD40-2	5534	NREX



		LOCOMOTIVE INVENTORY			4/30/2007	
SEQ	FLD	BLD	MODEL	MARKINGS		
388	73.1	EMD	SD40-2	5424	NREX	
389	73.1	EMD	SD40-2	7301	NREX	
390	73.1	EMD	SD40-2	7332	NREX	
391	73.1	EMD	SD40-2	7348	NREX	
392	73.1	EMD	SD40-2	7367	NREX	
393	73.1	EMD	SD40-2	785	NREX	
394	73.1	EMD	SD40-2	5705	NREX	
395	73.1	EMD	SD40-2	5417	NREX	
396	73.1	EMD	SD40-2	5426	NREX	
397	73.1	EMD	SD40-2	5848	NREX	
398	73.1	EMD	SD40-2	5481	NREX	
399	73.1	EMD	SD40-2	5600	NREX	
400	73.1	EMD	SD40-2	6074	NREX	
401	73.1	EMD	SD40-2	5637	NREX	
402	73.1	EMD	SD40-2	5480	NREX	
403	73.1	EMD	SD40-2	5682	NREX	
404	73.1	EMD	SD40-2	5650	nrex	
405	73.1	EMD	SD40-2	5703	NREX	
406	73.1	EMD	SD40-2	5774	NREX	
407	73.1	EMD	SD40-2	5825	nrex	
408	73.1	EMD	SD40-2	5649	NREX	
409	73.1	EMD	SD40-2	5670	NREX	
410	73.1	EMD	SD40-2	5693	NREX	
411	73.1	EMD	SD40-2	5807	nrex	
412	73.1	EMD	SD40-2	5809	NREX	
413	73.1	EMD	SD40-2	6481	NREX	
414	73.1	EMD	SD40-2	5917		
415	73.1	EMD	SD40-2TM	6475	NREX	
416	73.1	EMD	SD40-2	6486	NREX	
417	73.1	EMD	SD40-2	7343	NREX	
418	73.1	EMD	SD40-2	7353	NREX	
419	73.1	EMD	SD40-2	7363	NREX	
420	73.1	EMD	SD40-2	7378	SP	
421	73.1	EMD	SD40-2	7482		
422	73.1	EMD	SD40-2	8250	NREX	
423	73.1	EMD	SD40-2	8251	NREX	
424	73.1	EMD	SD40-2	8387	NREX	
425	73.1	EMD	SD40-2	4294	NREX	
426	73.1	EMD	SD40-2	7880		
427	73.1	EMD	SD40-2	3934		
428	73.1	EMD	SD40-2	8850		
429	73.1	EMD	SD40-T2	8822		
430	73.1	EMD	SD40-T2	8865		

		LOCOMOTIVE INVENTORY			4/30/2007	
		SORT				
SEQ	FLD	BLD	MODEL		MARKINGS	
431	73.1	EMD	SD40-2	8974	UP	
432	73.1	EMD	SD40-2TM	9294	SP	
433	73.1	EMD	SD40-2TM	9308	NREX	
434	73.1	EMD	SD40-2TM	9385	NREX	
435	73.1	EMD	SD40-2TM	9402	NREX	
436	73.1	EMD	SD40-2	9903	nrex	
437	73.1	EMD	SD40-2	9926	UP	
438	73.1	EMD	SD40-2	9931	NREX	
439	79	EMD	SD45	6412	bn	
440	79	EMD	SD45	6403	BN	
441	79	EMD	SD45	6404	BN	
442	79	EMD	SD45	6407	BN	
443	79	EMD	SD45	6408	BN	
444	79	EMD	SD45	6410	BN	
445	79	EMD	SD45	6414	BN	
446	79	EMD	SD45	6415	BN	
447	79	EMD	SD45	6416	BN	
448	79	EMD	SD45	6417	BN	
449	79	EMD	SD45	6418	BN	
450	79	EMD	SD45	6451	BN	
451	79	EMD	SD45	2701		
452	79	EMD	SD45	2801		
453	79	EMD	SD45	6578	WC	
454	79	EMD	SD45	6583	WC	
455	79	EMD	SD45	6586	WC	
456	79	EMD	SD45	6591	WC	
457	79	EMD	SD45	6593	WC	
458	79	EMD	SD45	6595	WC	
459	79	EMD	SD45	6597	WC	
460	79	EMD	SD45	6614	WC	
461	79	EMD	SD45	6625	WC	
462	79	EMD	SD45	7496	WC	
463	79	EMD	SD45	7499	WC	
464	79	EMD	SD45	7508	WC	
465	79	EMD	SD45	7511	WC	
466	79	EMD	SD45	7513	WC	
467	79	EMD	SD45	7528	WC	
468	79	EMD	SD45	7585	WC	
469	79	EMD	SD45	7592	WC	
470	79	EMD	SD45	7606	WC	
471	79.1	EMD	SD45-2	6452	BN	
472	79.1	EMD	SD45-2	6487		
473	79.1	EMD	SD45-2	6490	BN	

		LOCOMOTIVE INVENTORY				4/30/2007	
SEQ		SORT		BLD	MODEL		MARKINGS
		FLD					
474		79.1	EMD	SD45-2	6498		BN
475		79.1	EMD	SD45-2	6499		BN
476		79.1	EMD	SD45-2	6503		BN
477		79.1	EMD	SD45-2	6506		BN
478		79.1	EMD	SD45-2	6513		BN
479		79.1	EMD	SD45-2	6817		BN
480		79.1	EMD	SD45-T2	6811		SP
481		79.1	EMD	SD45-T2	6876		SP
482		79.1	EMD	SD45-2	7376		SP
483		79.1	EMD	SD45-2	7401		SP
484		79.1	EMD	SD45-2	7511		NREX
485		79.1	EMD	SD45-2	7526		UP
486		79.1	EMD	SD45-T2	9194		CEFX
487		79.1	EMD	SD45-T2	9243		CEFX
488		79.1	EMD	SD45-T2	9270		SP
489		79.1	EMD	SD45-T2	9300		CEFX
490		79.1	EMD	SD45-T2	9323		SP
491		79.1	EMD	SD45-T2	9328		CEFX
492		79.1	EMD	SD45-T2	9337		CEFX
493		83	EMD	SD50	5004		UP
494		83	EMD	SD50M	5010		UP
495		83	EMD	SD50M	5015		UP
496		83	EMD	SD50	5023		UP
497		83	EMD	SD50	5024		UP
498		83	EMD	SD50	5041		UP
499		83	EMD	SD50M	5054		UP
500		83	EMD	SD50	5062		UP
501		83	EMD	SD50	5063		UP
502		83	EMD	SD50	5066		UP
503		83	EMD	SD50	5067		UP
504		83	EMD	SD50	5070		UP
505		83	EMD	SD50	5071		UP
506		83	EMD	SD50	5074		UP
507		83	EMD	SD50	5076		UP
508		83	EMD	SD50	5078		UP
509		83	EMD	SD50	5080		UP
510		83	EMD	SD50	5081		UP
511		83	EMD	SD50	5082		UP
512		83	EMD	SD50	5087		UP
513		83	EMD	SD50	5090		UP
514		83	EMD	SD50	5094		UP
515		83	EMD	SD50	5449		
516		83	EMD	SD50	5462		

		LOCOMOTIVE INVENTORY		4/30/2007	
SEQ	FLD	BLD	MODEL		MARKINGS
517	83	EMD	SD50	5463	
518	83	EMD	SD50	5468	
519	83	EMD	SD50	6524	NS
520	83	EMD	SD50	7009	UP
521	83	EMD	SD50	8679	
522	83	EMD	SD50	8680	NREX
523	83	EMD	SD50	8681	
524	83	EMD	SD50	8683	
525	83	EMD	SD50	8685	NREX
526	83	EMD	SD50	8695	NREX
527	83	EMD	SD50	9842	UP
528	83	EMD	SD50	706	kcs
529	84	EMD	SD60	5997	
530	85	EMD	SLUG	50	IC
531	85	EMD	SLUG	58	IC
532	85	EMD	SLUG	500	MKT
533	85	EMD	SLUG	1302	IC
534	85	EMD	SLUG	1600	UP
535	85	EMD	SLUG	704B	
536	85	EMD	SLUG	704C	
537	89	EMD X	G8	251	
538	89	EMD X	G12C	1500	NZ
539	89	EMD X	G12C	1501	NZ
540	89	EMD X	G12C	1502	NZ
541	89	EMD X	G12C	1504	NZ
542	89	EMD X	G12C	1510	NZ
543	89	EMD X	G12C	2027	NZ
544	89	EMD X	G12C	2079	NZ
545	89	EMD X	G12C	2085	NZ
546	89	EMD X	G12	127	
547	89	EMD X	G12	128	
548	89	EMD X	G12	129	
549	89	EMD X	G12	104	
550	89	EMD X	G12	109	
551	89	EMD X	G12	4301	KNR
552	89	EMD X	G12	5837	FNM
553	89	EMD X	G12	5864	FNM
554	89	EMD X	G12	5886	FNM
555	89	EMD X	G12	5814	FNM
556	89	EMD X	g12	5809	
557	89	EMD X	G12	5868	FNM
558	89	EMD X	G12	5872	FNM
559	89	EMD X	G12	5876	FNM

		LOCOMOTIVE INVENTORY			4/30/2007	
		SORT				
SEQ	FLD	BLD	MODEL	MARKINGS		
560	89	EMD X	G16	2061-003		
561	89	EMD X	G16	2061-012		
562	89	EMD X	G16	2061-023		
563	89	EMD X	G16	2061-026		
564	89	EMD X	G16	2061-033		
565	89	EMD X	G16	2061-042		
566	89	EMD X	G16	2043-001		
567	89	EMD X	G16	2043-006		
568	89	EMD X	G16	2061-007		
569	90	EMD X	GT26	2062-002		
570	90	EMD X	GT26	2062-006		
571	90	EMD X	GT26	2062-011		
572	90	EMD X	GT26	2062-031		
573	90	EMD X	GT26	2062-046		
574	90	EMD X	GT26	2062-048		
575	90	EMD X	GT26	frame 1		
576	90	EMD X	GT26	frame 2		
577	90	EMD X	GT26	frame 3		
578	90	EMD X	GT26	frame 4		
579	90	EMD X	GT26	frame 5		
580	90	EMD X	GT26	frame 6		
581	90	EMD X	GT26	frame 7		
582	90	EMD X	GT26	frame 8		
583	104	EMD X	GR22W	1		CBG
584	104	EMD X	GR22W	3		CBG
585	104	EMD X	GR22W	2		
586	105	GE	GE 45 TON	0001		NREX
587	105	GE	GE 45 TON	9		
588	105	GE	GE 45 TON	15		
589	105	GE	GE 45 TON	17		
590	106	GE	SLUG	1601		UP
591	106	GE	SLUG	1608		UP
592	106	GE	SLUG	1609		UP
593	106	GE	SLUG	1613		UP
594	106	GE	SLUG	2078		TTI
595	106	GE	SLUG	5213		CSXT
596	107	GE	B23-7	1993		
597	107	GE	B23-7	4065		
598	107	GE	B23-7	4067		
599	107	GE	B23-7	4075		
600	107	GE	B23-7	3136		CSXT
601	107	GE	B23-7	4200		BN
602	107	GE	B23-7	4026		PWSX

		LOCOMOTIVE INVENTORY		4/30/2007	
SEQ	FLD	BLD	MODEL		MARKINGS
603	107	GE	B23-7	4030	PWSX
604	107	GE	B23-7	4032	PWSX
605	107	GE	B23-7	4033	PWSX
606	107	GE	B23-7	4035	PWSX
607	107	GE	B23-7	4045	PWSX
608	107	GE	B23-7	4083	PWSX
609	107	GE	B23-7	4084	PWSX
610	107	GE	B23-7	4088	PWSX
611	107	GE	B23-7	1998	MNNR
612	109	GE	B30-7A	4076	MNNR
613	109	GE	B30-7A	4000	MNNR
614	109	GE	B30-7A	4006	MNNR
615	109	GE	B30-7A	4025	MNNR
616	109	GE	B30-7A	4046	MNNR
617	109	GE	B30-7	5489	BN
618	110	GE	B39-8	8500	RLCX
619	110	GE	B39-8	8513	RLCX
620	110	GE	B39-8	8514	RLCX
621	110	GE	B39-8	8528	RLCX
622	110	GE	B39-8	8529	RLCX
623	110	GE	B39-8	8532	RLCX
624	110	GE	B39-8	8543	RLCX
625	110	GE	B39-8	8545	RLCX
626	110	GE	B39-8	8547	RLCX
627	110	GE	B39-8	8551	RLCX
628	110	GE	B39-8	8564	RLCX
629	110	GE	B39-8	8573	RLCX
630	110	GE	B39-8	8587	RLCX
631	110	GE	B39-8	8590	RLCX
632	110	GE	B39-8	8503	RLCX
633	110	GE	B39-8	8507	RLCX
634	110	GE	B39-8	8508	RLCX
635	110	GE	B39-8	8512	RLCX
636	110	GE	B39-8	8534	RLCX
637	110	GE	B39-8	8562	RLCX
638	110	GE	B39-8	8570	RLCX
639	110	GE	B39-8	8582	RLCX
640	110	GE	B39-8	8586	RLCX
641	110	GE	B39-8	8588	RLCX
642	110	GE	B39-8	8589	RLCX
643	110	GE	B39-8	8509	RLCX
644	110	GE	B39-8	8520	RLCX
645	110	GE	B39-8	8523	RLCX

		LOCOMOTIVE INVENTORY		4/30/2007	
SEQ	SORT	FLD	BLD	MODEL	MARKINGS
646	110	GE		B39-8	8538 RLCX
647	110	GE		B39-8	8571 RLCX
648	110	GE		B39-8	8584 RLCX
649	110	GE		B39-8	8517 RLCX
650	110	GE		B39-8	8581 RLCX
651	110	GE		B39-8	8599 RLCX
652	112	GE		C30-7	5338 BNSF
653	112	GE		C30-7	5071
654	112	GE		C30-7	5144 BN
655	112	GE		C30-7	5507
656	112	GE		C30-7	5125 BNSF
657	112	GE		C30-7	5590 BNSF
658	112	GE		C30-7	8156 BNSF
659	115	GE		C39-8	8586
660	115	GE		C39-8	8610 NS
661	115	GE		C39-8	8633
662	115	GE		C39-8	8658
663	118	ALCO		DL532bm	3241 KNR
664	119	ALCO		C424M	63
665	119	ALCO		C424M	1049
666	119	ALCO		C424M	1050
667	121	ALCO		HR616	2100 CN
668	121	ALCO		HR616	2103 CN
669	121	ALCO		HR616	2106 CN
670	121	ALCO		HR616	2107 CN
671	121	ALCO		HR616	2108 CN
672	121	ALCO		HR616	2112 CN
673	121	ALCO		HR616	2113 CN
674	121	ALCO		HR616	2115 CN
675	121	ALCO		HR616	2117 CN
676	121	ALCO		HR616	2118 CN
677	121	ALCO		M424	311 MNNR
678	122	ALCO		RS18	601 BCOL
679	122	ALCO		RS18	606 BCOL
680	122	ALCO		RS18	627 BCOL
681	122	ALCO		SR11	1608 MNNR
682	124	BLD		BALDWIN	1255 APM
683	124	PLY		PLYMOUTH	7441 ISC
684	999	TSTCL		TEST CELL	6518 BN
ALL THE FOREGOING LOCOMOTIVES ARE IN VARIOUS					
CONDITONS AND VARIOUS COMPONENTS HAVE BEEN					
AND WILL REMOVED AND SOLD IN THE ORDINARY					

[illegible]



**RAIL CARS****4/30/2007**

<b>CAR #</b>	<b>TYPE</b>
1	100046 SULF ACID
2	100049 SULF ACID
3	100050 SULF ACID
4	100053 SULF ACID
5	100055 SULF ACID
6	100067 SULF ACID
7	100070 SULF ACID
8	100074 SULF ACID
9	100076 SULF ACID
10	100077 SULF ACID
11	100078 SULF ACID
12	100080 SULF ACID
13	100083 SULF ACID
14	100085 SULF ACID
15	100087 SULF ACID
16	100088 SULF ACID
17	100090 SULF ACID
18	100092 SULF ACID
19	100093 SULF ACID
20	100097 SULF ACID
21	100098 SULF ACID
22	100099 SULF ACID
23	100101 SULF ACID
24	100103 SULF ACID
25	100105 SULF ACID
26	100106 SULF ACID
27	100107 SULF ACID
28	100127 SULF ACID
29	100149 SULF ACID
30	100151 SULF ACID
31	100154 SULF ACID
32	100158 SULF ACID
33	4341 CORN SYRP
34	4343 CORN SYRP
35	4346 CORN SYRP
36	4347 CORN SYRP
37	4351 CORN SYRP
38	4353 CORN SYRP
39	4354 CORN SYRP
40	4355 CORN SYRP
41	4360 CORN SYRP
42	4365 CORN SYRP
43	4369 CORN SYRP
44	4373 CORN SYRP
45	4374 CORN SYRP
46	4375 CORN SYRP
47	4378 CORN SYRP

**RAIL CARS****4/30/2007**

<u>CAR #</u>	<u>TYPE</u>
48	4380 CORN SYRP
49	4384 CORN SYRP
50	4396 CORN SYRP
51	4398 CORN SYRP
52	4399 CORN SYRP
53	4400 CORN SYRP
54	4401 CORN SYRP
55	4408 CORN SYRP
56	4414 CORN SYRP
57	4415 CORN SYRP
58	4416 CORN SYRP
59	4417 CORN SYRP
60	4418 CORN SYRP
61	4421 CORN SYRP
62	4422 CORN SYRP
63	4423 CORN SYRP
64	4424 CORN SYRP
65	4425 CORN SYRP
66	4426 CORN SYRP
67	4427 CORN SYRP
68	4429 CORN SYRP
69	4431 CORN SYRP
70	4432 CORN SYRP
71	4433 CORN SYRP
72	4434 CORN SYRP
73	4435 CORN SYRP
74	4437 CORN SYRP
75	4440 CORN SYRP
76	4441 CORN SYRP
77	4442 CORN SYRP
78	4443 CORN SYRP
79	4444 CORN SYRP
80	4445 CORN SYRP
81	4452 CORN SYRP
82	4455 CORN SYRP
83	4456 CORN SYRP
84	4458 CORN SYRP
85	4460 CORN SYRP
86	4462 CORN SYRP
87	4463 CORN SYRP
88	4464 CORN SYRP
89	4465 CORN SYRP
90	4468 CORN SYRP
91	4469 CORN SYRP
92	4470 CORN SYRP
93	4471 CORN SYRP
94	4474 CORN SYRP

**RAIL CARS****4/30/2007**

<b><u>CAR #</u></b>	<b><u>TYPE</u></b>
95	4476 CORN SYRP
96	4483 CORN SYRP
97	4486 CORN SYRP
98	4493 CORN SYRP
99	4496 CORN SYRP
100	4497 CORN SYRP
101	4499 CORN SYRP
102	4500 CORN SYRP
103	4503 CORN SYRP
104	4507 CORN SYRP
105	4508 CORN SYRP
106	4512 CORN SYRP
107	4515 CORN SYRP
108 #251	Used by NRE Wheel Works, Inc.
109 #252	Used by NRE Wheel Works, Inc.
110 #260	Used by NRE Wheel Works, Inc.
111 #261	Used by NRE Wheel Works, Inc.
112 #262	Used by NRE Wheel Works, Inc.
113 #263	Used by NRE Wheel Works, Inc.
114 #264	Used by NRE Wheel Works, Inc.
115 #265	Used by NRE Wheel Works, Inc.
116 #266	Used by NRE Wheel Works, Inc.
117 #267	Used by NRE Wheel Works, Inc.
118 #268	Used by NRE Wheel Works, Inc.